



General Terms and Conditions unival group GmbH, Status January 1, 2018

§ 1 Validity

(1) All deliveries, services and offers of unival group GmbH are made exclusively on the basis of these general terms and conditions. These are an integral part of all contracts that unival group GmbH concludes with its contractual partners (hereinafter also referred to as "customer") regarding the deliveries and/or services offered by it. They also apply to all future deliveries, services or offers to the customer, even if they are not agreed separately again.

(2) Terms and conditions of the customer or third parties shall not apply, even if the seller does not separately object to their validity in individual cases. Even if the seller refers to a letter containing or referring to terms and conditions of the client or a third party, this does not automatically imply agreement with the validity of those terms and conditions.

§ 2 Offer and conclusion of contract

(1) All offers of unival group GmbH are subject to confirmation and non-binding, unless they are expressly marked as binding or contain a certain acceptance period. Orders or orders can be accepted by unival group GmbH within fourteen days after receipt.

(2) Only the written sales contract, the signed order confirmation or the written order including these general terms and conditions is decisive for the legal relationship between the unival group GmbH and the client. This shall fully reflect all agreements between the parties to the contract regarding the subject matter of the contract. Verbal promises made by unival group GmbH prior to the conclusion of this contract are legally non-binding and verbal agreements made by the contracting parties are replaced by the written contract, unless they expressly state that they shall continue to be binding.

(3) Amendments and modifications to the agreements made, including these General Terms and Conditions, must be made in writing to be effective. With the exception of managing directors or authorized signatories, the employees of unival group GmbH are not entitled to make verbal agreements to the contrary. Telecommunications, in particular by fax or e-mail, shall suffice for the written form, provided that a copy of the signed declaration is transmitted.

(4) Information of unival group GmbH regarding the object of the delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as our representations thereof (e.g. drawings and illustrations) are only approximately authoritative, as far as the usability for the contractually intended purpose does not require an exact agreement. They are not guaranteed characteristics, but descriptions or markings of the delivery and/or service. Deviations and deviations customary in trade, which are due to legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts are permissible, provided that they do not impair the usability for the contractually intended purpose.

(5) unival group GmbH reserves the ownership or copyright to all offers and cost estimates submitted by it as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the client. Without the express consent of unival group GmbH, the client may not make these objects accessible to third parties either as such or in terms of content, make them known, use them himself or through third parties or copy them. At the request of the unival group GmbH he has to return these objects completely to them and to destroy possibly made copies if they are no longer needed by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of normal data backup.

§ 3 Prices and payment

(1) The prices apply to the scope of services and/or delivery listed in the order confirmations. Additional or special services will be charged separately. Prices are quoted in EURO ex works plus packaging (if necessary), the (possible) statutory value-added tax, customs duties for export deliveries and transit trade, fees for export documents and export declarations, as well as other fees and other public charges, unless otherwise agreed in the contract.

(2) If the agreed prices are based on the list prices of unival group GmbH and delivery is to take place more than four months after conclusion of the contract, the list prices of unival group GmbH valid on delivery shall apply (in each case less an agreed percentage or fixed discount).

(3) Invoice amounts are to be paid in advance without any deductions, unless otherwise agreed in writing. The date of receipt by the seller shall be decisive for the date of payment. Payment by cheque is excluded unless agreed separately in individual cases. If the customer does not pay interest at the due date, the outstanding amounts shall bear interest at





5% p. a. from the due date; the assertion of higher interest and further damages in the event of default shall remain unaffected.

(4) Offsetting against counterclaims of the customer or the retention of payments due to such claims is only permissible if the counterclaims are undisputed or legally binding.

(5) In case of other agreed methods of payment, unival group GmbH is only entitled to execute or provide outstanding deliveries or services against advance payment or provision of security, if after conclusion of the contract circumstances become known which are suitable to significantly reduce the creditworthiness of the client and which endanger the payment of the outstanding claims of the seller by the client from the respective contractual relationship (including from other individual orders to which the same framework contract applies).

§ 4 Delivery and delivery time

(1) Deliveries are ex works as standard, unless otherwise agreed.

(2) The deadlines and dates for deliveries and/or services announced by the seller are always only approximate, unless a fixed deadline or a fixed date has been expressly promised and agreed in writing. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or any other third party commissioned with the transport.

(3) unival group GmbH can - irrespective of its rights from delay of the client - demand an extension of delivery and performance periods or a postponement of delivery and performance dates by the period in which the client does not fulfil his contractual obligations towards the seller.

(4) unival group GmbH is not liable for impossibility of delivery or for delays in delivery, as far as these are caused by force majeure or other events not foreseeable at the time of the conclusion of the contract (e.g. The seller is not responsible for any operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, legal lockouts, lack of manpower, energy or raw materials, difficulties in obtaining necessary official permits, official measures, trade embargos or the lack of correct or untimely delivery by suppliers). If such events make delivery and/or performance considerably more difficult or impossible for the seller and the hindrance is not only of a temporary duration, the seller is entitled to withdraw from the contract. In the event of obstacles of temporary duration, the delivery or service periods shall be extended or the delivery or service dates postponed by the period of the hindrance plus an appropriate start-up period.

(5) The seller is only entitled to make partial deliveries if

- it was explicitly agreed,
- the partial delivery is usable for the customer within the scope of the contractual purpose,
- the delivery of the remaining ordered goods is ensured and
- the customer does not incur any considerable additional expenditure or costs (unless the seller agrees to bear these costs).

(6) If the Seller is in default with a delivery or service or if a delivery or service becomes impossible for him, for whatever reason, the liability of the Seller is limited to damages in accordance with § 9 of these General Terms of Delivery.

§ 5 Place of Performance, Dispatch, Packaging, Transfer of Risk, Acceptance

(1) The place of performance for all obligations arising from the contractual relationship is the country of final destination, unless otherwise specified. If the Seller is also responsible for the installation, the place of performance shall be the place where the installation is to take place.

(2) The method of dispatch and the packaging are subject to the seller's discretion.

(3) The risk shall pass to the principal at the latest with the handover of the delivery item (whereby the start of the loading process is decisive) to the freight forwarder, carrier or other third parties appointed to carry out the shipment. This also applies if partial deliveries are made or if the seller has taken over other services (e.g. dispatch or installation). If dispatch or handover is delayed due to circumstances caused by the customer, risk shall pass to the customer from the day on





which the delivery item is ready for dispatch and the seller has notified the customer thereof.

(4) Storage costs after transfer of risk shall be borne by the customer. In the case of storage by the seller, the storage costs amount to 0.25% of the invoice amount of the delivery items to be stored per expired week. We reserve the right to assert and prove further or lower storage costs.

(5) The shipment is insured by unival group GmbH against theft, breakage, transport, fire and water damage or other insurable risks (class A insurance, unless otherwise agreed) only at the express request of the client and at his expense.

(6) Insofar as acceptance is to take place, the object of purchase shall be deemed to have been accepted if

- an acceptance at the factory/location of production (before dispatch) has been agreed,
- the delivery and, if the seller is also responsible for the installation, the installation is completed,
- unival group GmbH has informed the client of this with reference to the acceptance fiction in accordance with this § 5 (6) and has requested acceptance,
- since delivery or installation 12 working days have passed or the customer has started to use the object of purchase (e.g. the delivered system has gone into operation) and in this case since delivery or installation 6 working days have passed and
- the customer has refrained from acceptance within this period for any reason other than a defect reported to unival group GmbH which makes the use of the object of purchase impossible or significantly impairs it.

§ 6 Warranty, material defects

(1) The warranty period is 1 year (EU foreign countries) or 2 years within the European Union from the time of readiness for dispatch. This period shall not apply to claims for damages by the customer arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by the seller or his vicarious agents, which shall become statute-barred in accordance with the statutory provisions in each case.

(2) The delivered goods shall be carefully inspected immediately after delivery to the customer or to the third party designated by him. They shall be deemed to have been approved by the Buyer with regard to obvious defects or other defects which would have been apparent during an immediate, careful inspection if the Seller does not receive a written notice of defects within seven working days of delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the buyer if the notice of defects is not received by unival group GmbH within seven working days after the time at which the defect became apparent; if the defect was already apparent to the customer at an earlier time under normal use, however, this earlier time is decisive for the beginning of the notice period. At the request of unival group GmbH, a defective delivery item is to be returned to unival group GmbH carriage paid. In the case of justified complaints, unival group GmbH will reimburse the costs of the cheapest shipping route; this does not apply if the costs increase because the delivery item is at a location other than the location of the intended use.

(3) In case of material defects of the delivered goods, unival group GmbH is obliged and entitled to choose between repair or replacement within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of rectification or replacement, the customer may withdraw from the contract or reduce the purchase price accordingly.

(4) If a defect is due to the fault of the Seller, the Customer may claim damages under the conditions specified in § 9.

(5) In the event of defects in components of other manufacturers which the Seller is unable to remedy for licensing or factual reasons, the Seller shall, at its discretion, assert its warranty claims against the manufacturers and suppliers for the account of the Customer or assign them to the Customer. Warranty claims against the seller in the case of such defects exist under the other conditions and in accordance with these General Terms of Delivery...only if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or, for example due to insolvency, is hopeless. During the duration of the legal dispute, the limitation period for the relevant warranty claims of the customer against the seller is suspended.

(6) The warranty is void if the client changes the delivery item without the consent of unival group GmbH or has it changed by third parties and the remedy of defects becomes impossible or unreasonably difficult as a result. In any case, the customer shall bear the additional costs of remedying the defect resulting from the change.





(7) A delivery of used items agreed with the customer in individual cases shall be made to the exclusion of any warranty for material defects.

§ 7 Industrial property rights

(1) unival group GmbH guarantees in accordance with this § 7 that the delivery item is free of industrial property rights or copyrights of third parties. Each contracting party shall immediately notify the other contracting party in writing if claims are asserted against it for the infringement of such rights.

(2) In the event that the delivery item infringes an industrial property right or copyright of a third party, the Seller shall, at its discretion and expense, modify or replace the delivery item such that no further rights of third parties are infringed, but the delivery item continues to fulfil the contractually agreed functions, or procure the right of use for the customer by concluding a license agreement. If the seller fails to do so within a reasonable period of time, the customer is entitled to withdraw from the contract or to reduce the purchase price accordingly.

Any claims for damages by the client are subject to the limitations of § 9 of these General Terms and Conditions.

(3) In case of infringements by products of other manufacturers supplied by unival group GmbH, unival group GmbH will assert its claims against the manufacturers and suppliers on behalf of the client or assign them to the client. In these cases, claims against the Seller in accordance with this § 7 shall only exist if the judicial enforcement of the aforementioned claims against the manufacturers and sub-suppliers was unsuccessful or is hopeless, for example due to insolvency.

§ 8 Use of uniSCAN® X-ray inspection systems

(1) Use of uniSCAN baggage X-ray inspection systems

Notification of operation in Germany

uniSCAN baggage X-ray inspection systems are designed in such a way that the external dose values of the X-ray radiation are below the limit values for full protection devices ($< 3\mu\text{Sv/h}$ at a distance of 0.1 m). A prerequisite for the operation of uniSCAN baggage X-ray inspection systems is a notification in accordance with § 4 of the X-ray Ordinance (RöV), which must be submitted to the supervisory authority responsible for the respective federal state at least four (4) weeks before commissioning. The appointment of the radiation protection commissioner by the radiation protection supervisor must be verified to the supervisory authority within the scope of the notification and is the responsibility of the radiation protection supervisor. The radiation protection commissioner and his possible deputies must provide evidence of a qualification course of Group 3 in accordance with the guideline for qualification in radiation protection. Furthermore, the technical qualification must be confirmed and issued by the respective supervisory authority of the state government. As a prerequisite for a successful completion of course R3 and the award of the radiation protection qualification, a basic level of technical understanding is necessary. Furthermore, an expert's report is required, which must be prepared before commissioning at the place of operation. The expert opinion must be prepared by a recognised expert independent of the seller, buyer and operator (e.g. TÜV) and must be submitted to the responsible supervisory authority within the framework of the notification. A nationwide type approval for uniSCAN X-ray baggage screening systems as basic, high or full protection devices does not currently exist. For mobile uniSCAN baggage X-ray inspection systems, a nationwide approval is required for operation.

(2) Use of uniSCAN personal X-ray inspection systems

Limited operation in Germany with special permit

The use of uniSCAN personal X-ray inspection systems for the purpose of access control or for searching for objects that a person hides on or in his body is not permitted in Germany in accordance with Annex 5 to § 2a Paragraph 3 of the Radiological Protection Ordinance (RöV), provided that the use of such systems is not prohibited.

- a) is carried out on the basis of a law and is necessary for the performance of sovereign tasks, taking into account all circumstances of the individual case, or
- b) is absolutely necessary in the business area of the Federal Ministry of Defence for the purpose of defence or the fulfilment of intergovernmental obligations.

If the special permit from the responsible ministry for the use is available, the legal regulations for the use of X-ray inspection systems apply for the operation in Germany (according to RöV). Due to their construction uniSCAN personal X-ray inspection systems are neither basic, high or full protection devices, since the radiation source is directed, but not





fully protected. It is the responsibility of the end user to label the correspondingly extended radiation protection, safety and controlled areas and to monitor compliance. All uniSCAN personal X-ray inspection systems are tested and certified by independent testing institutes according to US Standard ANSI/HPS N43.17-2009 GENERAL USE and/or LIMITED USE.

(3) Use of uniSCAN vehicle X-ray inspection systems

Limited operation in Germany with special permit

Due to the increased radiation dose, uniSCAN vehicle X-ray inspection systems in Germany may only be used for X-ray scanning of unmanned vehicles (without driver, vehicle occupants, passengers, operators and other persons, animals, etc.) and require the approval of the respective supervisory authority. Furthermore, the legal regulations for the use of X-ray inspection systems apply for operation in Germany (according to RöV). Due to their construction, uniSCAN vehicle X-ray inspection systems are neither basic, high or full protection devices, since the radiation source is directed but not fully protected on its side. It is the responsibility of the end user to label the correspondingly extended radiation protection, safety and controlled areas and to monitor compliance. With mobile vehicle X-ray inspection systems, the X-ray and radiation protection area that shifts during ongoing X-ray operation must be observed and strictly adhered to. All uniSCAN vehicle X-ray inspection systems are tested and certified by independent testing institutes according to US Standard ANSI/HPS N43.17-2009 GENERAL USE and/or LIMITED USE.

(4) The respective radiation protection laws of the end user country shall apply abroad. The end customer is responsible for compliance with these.

§ 9 Liability for damages due to fault

(1) The liability of the seller for damages, regardless of the legal reason, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and tort is limited in accordance with this § 9, insofar as it depends on fault in each case.

(2) The Seller shall not be liable in the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents, provided this does not constitute a breach of material contractual obligations. The obligation to deliver and install the delivery item in good time, to ensure that it is free from defects of title and material defects that impair its functionality or usability to a greater or lesser extent are essential to the contract, as well as duties of advice, protection and care intended to enable the customer to use the delivery item in accordance with the contract or to protect the life or limb of the customer's personnel or to protect the customer's property from considerable damage.

(3) Insofar as the Seller is liable for damages on the merits in accordance with § 9 (2), this liability is limited to damages which the Seller foreseen at the conclusion of the contract as a possible consequence of a breach of contract or which he should have foreseen in the application of customary care. Indirect damage and consequential damage resulting from defects in the delivery item shall also only be compensable to the extent that such damage is typically to be expected when the delivery item is used as intended.

(4) In the event of liability for simple negligence, the seller's obligation to pay compensation for property damage and resulting further financial losses is limited to an amount of EUR 25,000.00 per case of damage (in accordance with the current coverage of his product liability insurance or liability insurance), even if it concerns a breach of material contractual obligations.

(5) The above exclusions and limitations of liability apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of the Seller.

(6) Insofar as the Seller provides technical information or acts in an advisory capacity and such information or advice does not form part of the contractually agreed scope of services owed by him, this shall be free of charge and to the exclusion of any liability.

(7) The limitations of this § 9 do not apply to the Seller's liability for wilful conduct, for guaranteed quality characteristics, for injury to life, body or health or under the Product Liability Act.

§ 10 Retention of title

(1) The items of the delivery(s) (reserved goods) remain the property of unival group GmbH (extended retention of title) until the complete fulfillment of all claims to which unival group is entitled against the





purchaser from the business relationship. If the combined value of the security interests of unival group GmbH exceeds the value of all secured claims by more than 20%, unival group GmbH shall release a corresponding part of the security interest if so requested by the purchaser.

(2) As long as the retention of title exists, the buyer is obliged to keep the reserved goods in trust and separate them from his property and the third party to store, properly store, secure, insure and mark as property of unival group GmbH.

(3) The reserved goods may neither be pledged to third parties nor transferred by way of security before the secured claim has been fulfilled in full. The buyer has to inform the unival group GmbH immediately in writing if and as far as access of third parties to the reserved goods takes place or is imminent.

(4) The buyer is entitled to resell and/or process the reserved goods in the ordinary course of business under the condition that he receives payment from his customers or on his part makes the reservation that ownership is not transferred to his customer until the customer has fulfilled his payment obligation. In this case the following provisions (extended retention of title) shall apply additionally:

a. The retention of title extends to the full value of the products resulting from the processing, mixing or combination of the reserved goods, whereby unival group GmbH is the manufacturer. If the property of a processing, mixing or combination with goods of third parties remains, the unival group GmbH acquires co-ownership in the proportion of the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods subject to retention of title.

b. The buyer assigns the claims against third parties arising from the resale of the goods or the product to unival group GmbH already now in total or in the amount of the co-ownership share in accordance with the preceding paragraph as security. The unival group GmbH accepts the assignment. The obligations of the buyer specified in paragraph (3) shall also apply in consideration of the assigned claims.

c. The buyer remains entitled to collect the claims in addition to unival group. unival group GmbH undertakes not to collect the claim as long as the buyer meets his payment obligations towards unival group GmbH, no application for the opening of insolvency proceedings has been filed and there is no other deficiency in his performance. If this is the case, however, the buyer is obliged to inform unival group GmbH about the assigned claims and their debtors, to provide all information necessary for collection, to provide the necessary documents and to disclose the assignment to the debtors.

(5) The unival group GmbH has a lien on objects which are the property or economic property of the buyer and which come into the possession of unival group GmbH for maintenance or repair work. The lien serves to secure all claims of unival group GmbH and its affiliated companies against the buyer.

§ 11 Final clauses

(1) If the customer is a merchant, a legal entity under public law or a special fund under public law or if he has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between the seller and the customer is, at the seller's discretion, the Federal Republic of Germany or the customer's registered office. In such cases, however, the exclusive place of jurisdiction for any legal action against the Seller shall be the Federal Republic of Germany. Mandatory legal provisions concerning exclusive places of jurisdiction shall remain unaffected by this provision.

(2) The relations between the seller and the customer are exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

(3) Insofar as the contract or these General Terms and Conditions contain loopholes, those legally effective provisions shall be deemed agreed to fill these loopholes which the contracting parties would have agreed according to the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery if they had been aware of the loophole.

Special Remark:

The client acknowledges that unival group GmbH stores data from the contractual relationship according to § 28 Federal Data Protection Act for the purpose of data processing and reserves the right to transfer the data to third parties (e.g. insurance companies) as far as necessary for the fulfilment of the contract.

